

FILED OR ISSUED

2022 JUN 13 AM 11:48

MICHAEL ROSSI
PROTHONOTARY
BEAVER COUNTY, PA

IN THE COURT OF COMMON PLEAS OF
BEAVER COUNTY, PENNSYLVANIA

Civil Action - Law

Thomas Daman,

Plaintiff

vs.

Case No. 10726-2022

FirstEnergy Corp.,

FirstEnergy Nuclear Operating Company,
(formally a Subsidiary of FirstEnergy Corp.)

Energy Harbor Nuclear Corp.

(formally known as FirstEnergy Nuclear Operating Company)

Defendants,

**Claim for reinstatement of employment
to Beaver Valley Power Station
with back pay and damages
to be awarded to the plaintiff
from the defendants' breach of contract
in not reinstating plaintiff to his employment position
after plaintiff's employment injury and recovery
as the Collective Bargaining Agreement requires**

The Plaintiff, Thomas Daman, was injured on the job while working at the FirstEnergy subsidiary, FirstEnergy Nuclear Operating Company's Beaver Valley Power Station plant in Shippingport, Pennsylvania on November 3, 2014

Plaintiff was on disability pay until December 10, 2015, whereas the defendants separated his employment from the company on that date also.

Defendants then forced a retirement upon Plaintiff by way of a letter from FirstEnergy dated March 3, 2016, with the provision making retroactive payments to January 1, 2016.

This retirement letter contained the return-to-work provision for the Plaintiff stating when Plaintiff's disability improves enough to allow him to return to work, FirstEnergy will suspend his pension benefits upon his return to work. When Plaintiff then elects to retire, FirstEnergy will re-commence his pension benefits and actuarially adjust them for the payments missed after his return to work.

The "Right" to return to work after an on-the-job injury, upon improvement of any disability is required upon the employer, FirstEnergy Nuclear Operating Company in its Collective Bargaining Agreement contract at Article IV. Section L. 3.

Also this Collective Bargaining Agreement contract is binding under Federal Law, by the
United States Constitution at Article I. Section 10
Powers Prohibited of States
No State shall ... pass any ... Law impairing the Obligation of Contracts,...

"Vested Rights" were retained by the Plaintiff at a Pennsylvania Workers' Compensation hearing dated August 4, 2016, Plaintiff, Thomas Daman, invoked his "Vested Rights", contained in the Collective Bargaining Agreement, [in writing] at Item Number 19 of the settlement document on that date.

The Plaintiff pursued the Grievance procedure, whereas FirstEnergy Nuclear Operating Company opposed this Grievance procedure to ever take place from the beginning. Never the less, the Grievance process continued until the company and union on the date of June 14, 2018, at new contract negotiations, had this grievance withdrawn without prejudice. Although Plaintiff was not notified about this withdrawal of grievance until January 18, 2019, by U.S. Mail delivery on that date.

All grievance procedures must be completed prior to any law suit being taken when employed with a Collective Bargaining Agreement in effect at the work place.

Plaintiff made numerous requests in year 2016, to return to work but was refused any employment.

Finally Plaintiff filed a Grievance Number 25719 on October 26, 2016, because FirstEnergy Nuclear Operating Company will not permit Tom Daman to return to work.

His physician has returned him back to work without restrictions.

This Grievance Number 25719, was filed because the company violated the Collective Bargaining Agreement contract.

Conclusion:

The Plaintiff is seeking to have his position reinstated, and compensated properly for lost wages and benefits in excess of \$500,000.00 and damages.

Therefore, in the interest of justice, Plaintiff respectfully requests the Court to hold a hearing after Defendants file a formal response to this lawsuit.

Sincerely Submitted,

By: Thomas Daman Date: June 13, 2022

Thomas Daman
578 Jefferson Street
Rochester, PA 15074

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Energy Harbor Nuclear Corp.

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Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document,
Claim for reinstatement of employment to Beaver Valley Power Station,
was served upon the following defendant(s) on the date as shown below.
Service was accomplished by mailing to those defendant(s) a copy of the
document(s) to the address(es) set forth below by First Class Mail, service
satisfies the requirements of Pa. R. Civ. P., 34 Pa. Code:

FirstEnergy Corp.
76 S. Main Street
Akron, Ohio 44308

FirstEnergy Nuclear Operating Company
In c. o. FirstEnergy Corp., 76 S. Main Street
Akron, Ohio 44308

Energy Harbor Nuclear Cor

(formally known as FirstEnergy Nuclear Operating Company)

168 E. Market St.

Akron, Ohio 44308

By: Thomas Daman Date: June 13, 2022

Sincerely Submitted, Thomas Daman, 578 Jefferson Street
Rochester, PA 15074